

18

OSTER

Researching Services

12897 Colonial Dr. • Mt. Airy, Md. 21771
301-253-6040

17539-C
NOV 8 1993 8:45 AM
INTERSTATE COMMERCE COMMISSION

0100037002

November 8, 1993

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed is Schedule No. 4 to a Master Tax Lease
dated as of November 1, 1993.

Please file this supplemental document under ICC
Recordation #17559. The filing fee of \$18 is
enclosed.

Thank you for your assistance.

Sincerely,

Mary A. Oster

Mary Ann Oster
Research Consultant

Enclosures

RECEIVED
OFFICE OF THE
SECRETARY
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LICENSING BRANCH

Completed Mary A. Oster

Interstate Commerce Commission
Washington, D.C. 20423

11/8/93

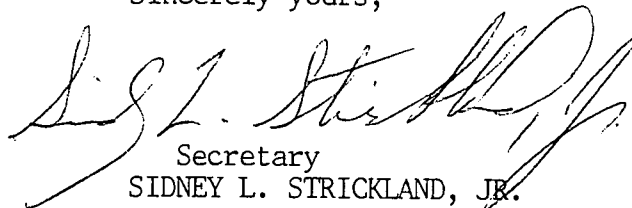
OFFICE OF THE SECRETARY

Mary A. Oster
Research Consultant
Oster Researching Services
12897 Colonial Dr.
Mt Airy, MD. 21771

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 11/8/93 at 9:45am, and assigned
recordation number(s). 17559-C

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2/16/16

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

3322 West End Avenue Nashville, TN 37203-0990

17557C
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INTERSTATE COMMERCE COMMISSION

CAT VALUE OPTION SCHEDULE NO. 4 TO CAT MASTER TAX LEASE
DATED AS OF September 30, 19 91
BETWEEN CATERPILLAR FINANCIAL SERVICES CORPORATION AND
Inland Steel Company

A. Description of Units**Rental Rate****Purchase
Option Price**

1 Peoria Locomotive Works SC-15A Switcher
Locomotive
Serial Number: 147-93

\$6,843.00

\$329,700.00

B. Term and Rental: The Lease term for each Unit shall commence on the Delivery Date in respect thereof and shall continue for 120 months. During the Lease term, Lessee shall pay rental in ~~advance~~ ^{arrears} for each Unit, at the rate set forth in Section A hereof for such Unit, in consecutive monthly installments commencing on (i) the fifteenth day of the month in which the Delivery Date occurs, with respect to Units for which the Delivery Date is one of the first fifteen days of a calendar month, or (ii) the first day of the month following the month in which the Delivery Date occurs, with respect to Units for which the Delivery Date is subsequent to the fifteenth day of a calendar month.

NOV 1 1993

C. **Purchase Option:** If no Event of Default shall have occurred and be continuing, Lessee may, by notice delivered to Lessor not less than sixty days prior to the end of the term of the Lease with respect to any Unit, elect to purchase at the end of such term such Unit for the "Purchase Option Price" set forth in Section A hereof. Lessor and Lessee agree that said Purchase Option Price constitutes a reasonable estimate of the fair market value of such Unit at the end of such term. Upon receipt of the Purchase Option Price, plus any taxes due in connection with the sale of such Unit, Lessor shall deliver to Lessee a bill of sale (without warranties except that such Unit is free of all encumbrances of any person claiming through Lessor) for such Unit.

D. **Utilization Date:** January 31, 19 94.

E. **Interest Rate on Late Payments:** The lesser of 5 % per month or the highest legal contract rate of interest.

F. **Location of Units (street address, city, county & state):** 3210 Watling Street
East Chicago, Lake, IN 46312

G. **Tax Indemnity:** The Lease is entered into on the basis that Lessor shall be entitled to an investment credit equal to 0 % of the purchase price (including freight and any sales tax capitalized as part of such Unit's cost) of each Unit and annual capital cost recovery deductions with respect to each Unit for property with a recovery period of 7 years.

H. **Special Provisions:** The following Riders are a part of the Lease:

Furthermore, not less than 6 months prior to the end of the term of the Lease with respect to any Unit, Lessee may elect to extend the term of the Lease with respect to such Unit based on the following payment schedule expressed as a percentage of original Lease Payments:

<u>Period of Extension</u>	<u>Model</u>
Month-to-Month	100%
60 Months	75%

Bill of Sale

This Schedule is dated as of November 1st, 19 93.

Inland Steel Company

Jay M. Gratz
("Lessee")

By Jay M. Gratz

Title Vice President - Finance

Date Oct. 29, 19 93

Address: 30 West Monroe Street
Chicago, IL 60603

CATERPILLAR FINANCIAL SERVICES CORPORATION

("Lessor")

By Steve Chesney

Title Credit Operations Manager

Date 11/1, 19 93

Address: 3322 West End Avenue
Nashville, TN 37203-0990

Exhibit 2 to Schedule No. 4 to
Master Tax Lease
Dated September 30, 1991
Between Caterpillar Financial Services Corporation
And INLAND STEEL COMPANY

CASUALTY VALUE

Description : PEORIA LOCOMOTIVE WORKS MODEL SC-15A
SWITCHER LOCOMOTIVE
SERIAL NUMBER 147-93
MONTHLY PAYMENT \$6,843

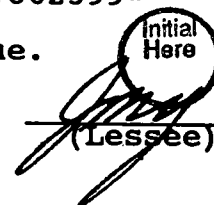
The Casualty Value of each Unit shall be an amount equal to the percentage of the total aggregate rents due under the lease set forth opposite the number of the rent payment due on the next rent payment date following the Casualty Occurrence. If the Casualty Occurrence takes place after the last rent payment date, the Casualty Value shall be an amount equal to the percentage of the total aggregate rent set forth opposite such last rental payment number.

No. of Rental Payment	Payment Due Date	% of Total Aggregate Rentals (*)	No. of Rental Payment	Payment Due Date	% of Total Aggregate Rentals (*)
1		104.010107	61		78.059342
2		103.746397	62		77.503318
3		103.481742	63		76.944351
4		103.192878	64		76.379966
5		102.888850	65		75.812922
6		102.583601	66		75.242862
7		102.265847	67		74.666601
8		101.942102	68		74.087753
9		101.617002	69		73.505806
10		101.281845	70		72.918671
11		100.942141	71		72.328722
12		100.600972	72		71.735599
13		100.249637	73		71.137211
14		99.893644	74		70.535933
15		99.536076	75		69.931404
16		99.168229	76		69.321532
17		98.795612	77		68.708691
18		98.421307	78		68.092520
19		98.035301	79		67.471647
20		97.644569	80		66.848872
21		97.252024	81		66.222699
22		96.851518	82		65.592675
23		96.447571	83		64.960535
24		96.041721	84		64.324933
25		95.627818	85		63.685416
26		95.210383	86		63.043718

No. of Rental Payment	Payment Date	% of Total Aggregate Rentals (*)	No. of Rental Payment	Payment Date	% of Total Aggregate Rentals (*)
27		94.790954	87		62.398494
28		94.363380	88		61.749288
29		93.932180	89		61.097836
30		93.498892	90		60.442791
31		93.056528	91		59.785076
32		92.610852	92		59.126638
33		92.162987	93		58.464559
34		91.708674	94		57.799954
35		91.251662	95		57.133987
36		90.792385	96		56.464327
37		90.326581	97		55.792089
38		89.858000	98		55.118438
39		89.387075	99		54.441042
40		88.909543	100		53.761014
41		88.429155	101		53.079521
42		87.946342	102		52.394228
43		87.456370	103		51.707016
44		86.964046	104		51.019320
45		86.469216	105		50.327783
46		85.969032	106		49.633777
47		85.466628	107		48.938209
48		84.961649	108		48.238746
49		84.451246	109		47.536759
50		83.938553	110		46.833156
51		83.423216	111		46.125604
52		82.902384	112		45.415473
53		82.379191	113		44.703670
54		81.853282	114		43.987862
55		81.320921	115		43.280795
56		80.786271	116		42.581407
57		80.248826	117		41.878098
58		79.706108	118		41.182995
59		79.160880	119		40.494620
60		78.612784	END OF LEASE		39.802399*

(*) Does not include any rent payment or other amount then due.

Initialed:

Initial
Here

(Lessee)

DELIVERY SUPPLEMENT

SCHEDULE NO. 4

This pertains to the Lease, dated as of September 30, 1991, between
Caterpillar Financial Services Corporation as Lessor and Inland Steel Company
as Lessee.

This confirms that the Lessee physically received the following Units on the possession date(s) below. As of the date of signature of this form, (i) the Units are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

Description of Units
(Include Serial Numbers)

1 Peoria Locomotive Works
SC-15A Switcher Locomotive
Serial Number: 147-93


Location
(City, County, State)

East Chicago, Lake, IN

Possession Date

10/22/93

Inland Steel Company


PRINT SIGNATURE NAME
By Jay M. Gratz
Title Vice President - Finance
Date Oct. 29, 1993

BILL OF SALE

In consideration of the sum of \$785,000.00 the receipt of which is hereby acknowledged, Inland Steel Company ("Seller") sells to Caterpillar Financial Services Corporation ("Buyer"), the property listed below (the "Property").

Seller covenants and warrants as of the date hereof that:

- (1) It is the owner of, and has absolute title to, the Property free and clear of all claims, liens and encumbrances.
- (2) It has not made any prior sale, assignment, or transfer of the Property.
- (3) It has the present right, power and authority to sell the Property to Buyer.
- (4) All action has been taken which is required to make this Bill of Sale a legal, valid and binding obligation of Seller.

Seller shall, subject to such exceptions as are provided for in the Lease and Rider thereto both dated September 30, 1991 between Seller and Buyer, forever warrant and defend the sale of the Property to Buyer, its successors and assigns, against person claiming an interest in the property. This Bill of Sale is binding on the successors and assigns of Seller and insures to the benefit of the successors and assigns of Buyer.

1 Peoria Locomotive Works SC-15A Switcher Locomotive
Serial Number: 147-93

INLAND STEEL COMPANY

By:

Jay M. Dittus
Jay M. Dittus
Vice President & Treasurer

Date:

Oct. 29, 1993

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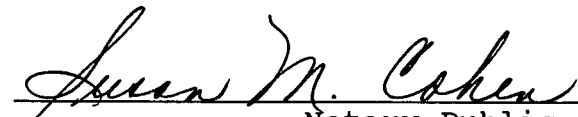
ACKNOWLEDGMENT

STATE OF Indiana)

COUNTY OF Lake)

On this 29th day of October 1993, before me personally came and appeared Jay M. Gratz known to me, who being by me duly sworn, did say that he resides in Chicago, Illinois that he is Vice President of Inland Steel Company and acknowledged that he executed the foregoing instrument pursuant to the authorization of the Board of Directors of Inland Steel Company, for the purposes therein contained and in the capacities therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the date and year last above written.



Notary Public

SUSAN M. COHEN-LAKE

My Commission Expires 8/24/95

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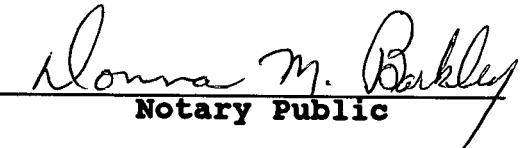
ACKNOWLEDGMENT

STATE OF Tennessee)

COUNTY OF Davidson)

On this 1st day of November 1993, before me personally came and appeared John D. McChesney known to me, who being by me duly sworn, did say that he resides in Nashville, Tennessee, that he is Global Accounts Division Manager of Caterpillar Financial Services Corporation, and acknowledged that he executed the foregoing instrument pursuant to the authorization of the Board of Directors of Caterpillar Financial Services Corporation, for the purposes therein contained and in the capacities therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the date and year last above written.


Notary Public

My Commission Expires March 23, 1996

